

the removal of such disability within which to assert his rights; provided, however, that coverture shall not be considered a disability within the provisions of this and the next preceding section and that no retroactive effect shall be given to said sections, and the period of limitations herein prescribed shall begin to run only from April 8, 1884.

This section referred to in overruling exceptions to title because property was subject to ground rent, in support of which a sixty-year old lease was produced; indications that rent never demanded. *Rosenthal v. Traube*, 155 Md. 169.

This section applied in *Hamburger v. Finkel*, 148 Md. 278.

Demand of one cent rent upon the holder of the leasehold in part only of the leased premises, the leasehold in the balance having been merged in the reversion by surrender, is not a demand of the rent due, the reversioners being entitled to only a portion of the rent, and consequently such demand does not prevent extinguishment of rent as result of failure to demand or pay rent for twenty years. *Arnd v. Lerch*, 162 Md. 318.

Cited but not construed in *Oxenham v. Mitchell*, 160 Md. 272.

This section is constitutional. Non-payment of ground-rent for twenty years vests a fee simple title in tenant. *Safe Deposit Co. v. Marburg*, 110 Md. 410.

If a ground-rent of two pepper corns has not been demanded for more than twenty years, it is extinguished. *Lewis v. Kinnaird*, 104 Md. 653.

As to the action of ejectment between landlord and tenant, see art. 75, sec. 78.

As to when claim to land under patent is barred by limitations, see art. 57, sec. 10.

As to disabilities, see art. 57, sec. 2, and notes.

An. Code, 1924, sec. 28. 1912, sec. 27. 1904, sec. 27. 1904, ch. 286, sec. 26A.

**37.** In all leases made after the first day of June, 1904, whenever the improvements on property rented for a term of not more than seven years shall become untenable by reason of fire or other unavoidable accident, the tenancy shall be thereby terminated, and all liability for rent thereunder shall cease upon payment proportionately to the day of fire or unavoidable accident.

Where lease provides for termination of tenancy in case property is destroyed or made untenable by fire, tenancy is not terminated if property can be restored by ordinary repairs in few days. *Barry v. Herring*, 153 Md. 461.

Under this section a lease is terminated by a fire which renders premises untenable, provided parties have not agreed in lease to contrary; intent of this section. *Spear v. Baker*, 117 Md. 573.

An. Code, 1924, sec. 29. 1912, sec. 28. 1904, sec. 28. 1898, ch. 92, sec. 27.

**38.** The right of a tenant to remove fixtures erected by him under one demise or term shall not be lost or in any manner impaired by reason of his acceptance of a new lease of the same premises without any intermediate surrender of possession.

This section is applicable although first lease is made to an individual and new lease to a corporation of which he owns substantially all the stock, where such individual is regarded by the lessors as the lessee in each case. This section has no application where rights of the parties accrued prior to its passage. Party to whom tenant has assigned lease and fixtures occupies same position relative to removing such fixtures as tenant who installed them. *Rasch v. Safe Dep. & Tr. Co.*, 136 Md. 442.

This section apparently grew out of the decision in *Carlin v. Ritter*, 68 Md. 478. See also *Bauernschmidt Co. v. McColgan*, 89 Md. 135.

An. Code, 1924, sec. 30. 1912, sec. 29. 1904, sec. 29. 1896, ch. 19, sec. 28.

**39.** A covenant or promise by the lessee to leave, restore, surrender or yield up the premises in good repair shall not have the effect to bind him to erect similar buildings or pay for such buildings as may be destroyed by fire or otherwise without negligence or fault on his part, unless otherwise expressly provided by written agreement or covenant that he shall be so bound.